

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION**

**ENTIRE CAR PROTECTION, INC. an
Illinois Corporation,
Plaintiff,**

v.

**TRU AUTOGLASS SOLUTIONS, LLC,
A Texas Limited Liability Company, and
JORGE TRUJILLO, an individual
Defendants,**

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Case No. _____

ORIGINAL COMPLAINT

Now comes Entire Car Protection Inc. (“ECP”) and for its Original Complaint against Tru AutoGlass Solutions LLC (“Tru AutoGlass”) and Jorge Trujillo, an individual (“Trujillo”), states as follows:

SUMMARY OF THE CASE

This is a complaint brought by ECP against Tru AutoGlass and Trujillo to recover monies fraudulently obtained by defendants.

JURISDICTION AND VENUE

1. There is subject matter jurisdictions of this case in the United States District Court Southern District of the McAllen Division. There is complete diversity between the plaintiff and defendants and the amount is controversy exceeds \$75,000.00. Jurisdiction is proper under 28 U.S.C. § 1332.
2. Venue is proper under both 28 U.S.C. § 1391 (1) and (2) in that this is a civil action brought in a judicial district where the defendants reside and a substantial part of the events giving rise to the claim occurred.

PARTIES

3. ECP is an Illinois corporation whose principal place of business is in DuPage County, Illinois.

4. ECP is in the business of the sale and distribution of warrantied products purchased by consumers in connection with the purchase of automobiles. One of the products sold by ECP is a windshield repair or replacement product backed by a Magnuson-Moss limited warranty. A copy of a sample windshield protection warranty offered by ECP is attached as **Exhibit 1**.

5. Tru AutoGlass Solutions, LLC is a Texas Limited Liability Company and may be served with process at its principal place of business at 700 E. Sioux Road, Suite 215, Pharr, Texas 78577. Tru AutoGlass is in the business of the repair and replacement of windshields.

6. ECP is informed and believes that Jorge Trujillo is the sole owner of Tru AutoGlass and the sole member of the Limited Liability Company which operates as Tru AutoGlass. Mr. Trujillo can be served with process at 700 E. Sioux Road, Suite 215, Pharr, Texas 78577, or wherever he may be found.

7. Trujillo is principally responsible for the day to day operations of Tru AutoGlass.

8. Factual background This is a complaint brought by ECP against Tru AutoGlass and Trujillo to recover monies fraudulently obtained by defendants. One segment of the business of ECP is the sale of tangible products that are professionally-applied to windshields and are designed to protect the treated windshields from certain environmental damages. These products are accompanied by a Magnuson-Moss limited product warranty. A copy of an example is attached as **Exhibit 1**. These warranties provide protection to consumers whose windshields are damaged and need repair or replacement. Tru AutoGlass

was in the business of repairing and replacing damaged windshields. Trujillo is the Owner and operator of Tru AutoGlass. Customers in the McAllen, Texas geographic area who purchased the ECP warranty utilized Tru AutoGlass for windshield repair or replacement. Under the warranty, ECP would pay Tru AutoGlass directly for the work performed. The warranty provided protection solely for the vehicle identified in the warranty.

9. Over the last two years, Tru AutoGlass requested compensation from ECP for the alleged repair or replacement of windshields for a large number of customers who had purchased windshield protection products from retailers selling ECP products, and who hold warranties on those products issued by ECP. ECP has discovered that Tru AutoGlass and Trujillo submitted claims for work which was never performed and for damage which never occurred in connection with a vehicle for which the claim was made. In many cases, photographs used to support one claim were duplicated for use for another claim. These claims submitted by Tru AutoGlass were fraudulent. The amount of these fraudulent claims submitted by Trujillo and Tru AutoGlass are \$80,127.00.

10. ECP demanded a return of these funds. A copy of the letter requesting a response or payment was sent on May 31, 2023. A copy is attached as **Exhibit 2**. As of the date of the filing of the Original Complaint, no response or repayment has been received from Tru AutoGlass or Trujillo. ECP seeks recovery of the amount of the fraudulent claims in this complaint, plus punitive damages for the fraud perpetuated by the defendants.

COUNT I
(Against Tru AutoGlass Solutions LLC and Jorge Trujillo for Fraud)

11. The ECP windshield protection product has been distributed to automobile dealerships in many of the geographic areas of the country. The dealerships would offer

the warrantied product for sale to consumers purchasing new or used automobiles as protection for the cost of the repair and replacement of damaged windshields.

12. When a warranty holder had damage requiring repair or replacement of their windshield, they could utilize a company such as Tru AutoGlass to obtain repair or replacement of the damaged windshield.

13. Tru AutoGlass would then submit the claim to ECP for approval. When approved, ECP would remit the amount of the claim to Tru AutoGlass.

14. During the years 2020 to 2023, Tru AutoGlass submitted a large number of claims to ECP. These claims were submitted by Trujillo and were on behalf of customers who allegedly incurred damage under their warranty.

15. ECP has determined that these claims were false and fraudulent.

16. These claims were submitted by Trujillo, who knew or should have known that these claims were fraudulent and false.

A. These claims included:

- i. Multiple claims for the same damage;
- ii. Multiple claims using photos that had been used in prior claims to support non-existent claims;
- iii. Multiple claims using photos submitted on behalf of one customer to support a non-existent claim of another customer;
- iv. Multiple claims submitted on behalf of a customer who did not even own the vehicle for which the claim was submitted;
- v. Multiple claims submitted on behalf of customers who never requested repair or replacement of their windshield;
- vi. Multiple claims submitted on behalf of customers who never authorized or requested the submission of a claim; and
- vii. Multiple claims for which no repair or replacement was performed.

17. ECP paid the total sum of \$80,127 to Tru AutoGlass in connection with these fraudulent claims.

18. Trujillo knew or should have known that he was submitting claims which were fraudulent.

19. Trujillo was responsible for submitting these claims on behalf of Tru AutoGlass.

20. Tru AutoGlass and Trujillo knowingly submitted false claims for which they were not entitled.

21. The actions of Trujillo and Tru AutoGlass in submitting these fraudulent claims was intentional and designed to harm ECP.

22. Both Tru AutoGlass and Trujillo should be held liable for their intentional misconduct. ECP has been damaged by the defendants' conduct and should be awarded its actual damages suffered as a result of their actions.

23. Both Tru AutoGlass and Trujillo should be liable for punitive damages to be determined at trial.

24. After discovery of these claims, ECP demanded repayment in the amount of \$80,127.00. Tru AutoGlass did not repay the amounts it received, nor has it responded to the repayment demand. A copy of the demand is attached as **Exhibit 2**.

25. ECP has been damaged in the sum of \$80,127.00.

COUNT II

(Against Tru AutoGlass Solutions LLC and Jorge Trujillo Unjust Enrichment)

26. ECP incorporates paragraphs 1-23 as if fully set forth herein.

27. Tru AutoGlass and Jorge Trujillo received funds in the amount of \$80,127.00 to which they were not entitled. The funds were provided to the defendants, but the defendants provided no work or service that would entitle either of them to such funds.

28. Tru AutoGlass and Jorge Trujillo have been unjustly enriched by receiving said funds described above to which they were not entitled.

29. ECP is entitled to a judgment in the amount of the funds by which the Defendants have been unjustly enriched.

WHEREFORE ECP prays that a judgment be entered in its favor and against each of the Defendants in the amount of \$80,127.00, plus interest, attorney's fees, all costs of suit, and all other relief, legal or equitable, to which it is justly entitled.

Dated: October 26, 2023

ATLAS, HALL & RODRIGUEZ, LLP

By: /s/ Daniel G. Gurwitz

Daniel G. Gurwitz
SBN: 00787608
Fed. ID No.: 16895
818 W. Pecan Blvd.
McAllen, Texas 78501
Telephone: 956-682-5501
dgurwitz@atlashall.com
Attorney in Charge for
ENTIRE CAR PROTECTION INC.

Lawrence C. Rubin
(Application Pro Hac Vice Pending)
TAFT STETTINIUS & HOLLISTER LLP
111 East Wacker Drive, Suite 2600
Chicago, Illinois 60601
Telephone: 312-527-4000
lrubin@taftlaw.com

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